

A.G. CONTRACT NO. KR89-1042-TRD
ECS FILE NO. JPA89-23
PROJECT: SBP-483-301 PE-501C
SECTION: 1st Avenue - US89
(Tangerine Road)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF ORO VALLEY

THIS AGREEMENT is entered into this 16 day of October, 1989, pursuant to Arizona Revised Statutes Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called "STATE"; and ORO VALLEY, acting by and through its TOWN COUNCIL hereinafter called "TOWN".

I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the STATE.

2. The TOWN is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the TOWN.

3. It is to the mutual advantage of the STATE and the TOWN to landscape certain areas within the right-of-way on State Route 989 at the following location:

From centerline roadway Station 727+64 to centerline roadway Station 819-24, a net distance of approximate 1.7 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The STATE will prepare plans for the landscaping and irrigation project and submit them to the TOWN for approval.

NO. <u>14319</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10-16-89</u>
<u>Don Shumway</u> Secretary of State
By <u>A. Vermillion</u>

2. After TOWN approval of the plans, the project will be constructed by the STATE, using STATE funds.

3. The TOWN shall furnish and install necessary water services from water mains to the designated locations within the right-of-way at the STATE's expense.

4. The TOWN shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at TOWN expense.

5. After construction, the TOWN shall maintain the landscaping and irrigation system within the right-of-way and shall furnish all electrical power necessary to maintain the landscaping within the right-of-way.

6. The TOWN hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The TOWN will not make any changes, additions or deletions without written approval by the STATE. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's Traffic Control Manual for Highway Construction and Maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the STATE at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the TOWN, the STATE shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or set by mail addressed as follows:


Arizona Department of Transportation
Engineering Consultant Services
205 South 17th Avenue, Room 118E
Phoenix, Arizona 85007

Town Engineer Oro Valley
Foothills Business Park
10900 North Oracle Road, Suite 128
Oro Valley, Arizona 85704

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this STATE to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the date and year first above written.

By 
E. S. Engle
Title Mayor

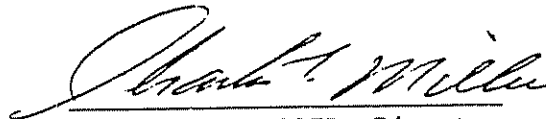
STATE OF ARIZONA
Department of Transportation
By 
GARY K. ROBINSON
Chief Deputy State Engineer

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RESOLUTION

BE IT RESOLVED on this 22nd day of February 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Oro Valley for the purpose of landscape maintenance.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 89-44

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING AND AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF ORO VALLEY PROVIDING FOR THE LANDSCAPING, IRRIGATION, AND MAINTENANCE OF CERTAIN AREAS WITHIN THE RIGHT OF WAY OF STATE ROUTE U.S. 89 (SBP-483-301PE-501C) AND DECLARING AN EMERGENCY

WHEREAS, the Town of Oro Valley is empowered by ARS Section 9-672 ARS Section 11-952 to enter into this agreement, and

- WHEREAS, Congress has authorized appropriations for, but not limited to, the construction of streets; primary feeder and farm market roads; the replacement of bridges; the elimination of roadside obstacles; the installation and maintenance of right-of-way landscaping, and

WHEREAS, such project within the boundary of the Town of Oro Valley has been approved by the Town of Oro Valley and the field survey of the project has been completed and the plans, estimates and specifications prepared and, as required by the Arizona Department of Transportation, and

WHEREAS, the Town of Oro Valley, in order to aide in the construction of the project hereinafter mentioned, is willing to provide the services as requested by the state and to provide Town of Oro Valley funds for maintenance of the landscaping,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AS FOLLOWS:

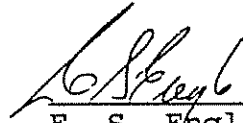
1. That the certain intergovernmental agreement, a copy of which is attached hereto as Exhibit "A" by and between the Town of Oro Valley and the Arizona Department of Transportation is hereby approved, and
2. That the Mayor is hereby authorized and Directed to execute said Exhibit "A" for and on behalf of the Town of Oro Valley, and that the Town Clerk is hereby authorized and directed to countersign same, and

WHEREAS, it is necessary for the preservation of peace, health and safety of the Town of Oro Valley that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the Town of Oro Valley, Arizona this 13th day of September, 1989

by the Town Council of the Town of Oro Valley.

TOWN OF ORO VALLEY



E. S. Engle, Mayor

ATTEST:



Kathryn E. Cuvelier, Town Clerk

APPROVED AS TO FORM:



Gary D. Kidd, Town Attorney

DECLARATION OF THE TOWN ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION and the TOWN OF ORO VALLEY and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona to those parties in the agreement represented by the Town Attorney.

DATED this 14 day of Sept, 19 87.

By: 
Gary D. Kidd
Oro Valley Town Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

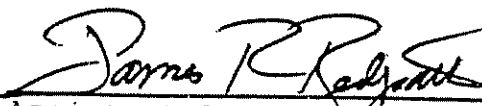
DETERMINATION

A. G. Contract No. LR 89-1042-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of October, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

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ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division